

U.S. DISTRICT COURT
DISTRICT OF VERMONT
FILED

10. This Court has original jurisdiction over claims grounded on 29 U.S.C. § 207 under 12 U.S.C. §1331.

11. As the plaintiff resides in Vermont, the defendants reside in Vermont or are a Vermont municipality, and the relevant events occurred in Vermont, venue is properly sited in the District of Vermont.

12. The defendants reside in Vermont or are a Vermont municipality, this Court has personal jurisdiction over the Defendants.

FACTS

13. Mr. Haggerty was hired by the Town of Pownal Selectboard as its Town Health Officer on November 14, 2019.

14. The individuals comprising the Selectboard are Defendants Angie Rawling, Michael Gardner, Robert Jarvis, Ron Bisson, and Harry Percey.

15. The Selectboard hires, fires, supervises, and otherwise is the ultimate authority over Pownal's Town Health Officer based on recommendations from the Pownal Board of Health.

16. At the times relevant, the above named Defendants were also the members of the Pownal Board of Health.

17. Mr. Haggerty was employed on an as-needed basis with no set hours or schedule.

18. Mr. Haggerty was informed that there would be compensation for his position that would be negotiated with the Selectboard.

19. Mr. Haggerty was not, in fact, be paid anything during the term of his employment.



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20. Pownal failed to collect any required initial employment documents to pay Mr. Haggerty.

21. Pownal, via the Selectboard or its other employees, never tendered any payments to Mr. Haggerty as pay for wages or other pay in return for his services during the term of his employment.

22. Pownal was aware that in hiring Mr. Haggerty for an unspecified amount of hours, it could incur legal obligations as to pay and as to state employee pensions.

23. Pownal refused to either set a limit on the hours Mr. Haggerty could work weekly or make provision to ensure its legal obligations to him were met as to pay and pension.

24. Having not paid Mr. Haggerty anything during the term of his employment, Pownal, with the knowledge and consent of the Selectboard, failed to provide him with a salary or any other wages which might be construed as a salary throughout his employment.

25. Pownal and its Selectboard intentionally withheld payment, otherwise recklessly disregarded, or acted with plain indifference to the fact that it was not paying Mr. Haggerty.

26. Mr. Haggerty routinely worked a forty hour week in his capacity as Pownal's Town Health Officer.

27. As such, Mr. Haggerty worked an average of 160 hours a month in his position as Town Health Officer.

28. Mr. Haggerty was employed for seventeen months.

29. Vermont's minimum wage for the period of Mr. Haggerty's employment was \$10.96 per hour.

30. The Defendants, jointly and severally, have failed to pay Mr. Haggerty \$29,811.20 in due minimum wage.



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COUNT I – FAILURE TO PAY OVERTIME WAGES UNDER THE FAIR LABOR STANDARDS ACT

31. Plaintiff restates and incorporates paragraphs 1 through 30, above, herein.

32. Defendants have willfully violated the Fair Labor Standards Act, (“FLSA”) and continues to willfully violate the FLSA by failing and refusing to pay Plaintiff the overtime wages due to him under the FLSA and its implementing regulations.

33. By failing and refusing to compensate Plaintiff in cash or its equivalent for work performed, Defendants have violated the FLSA pursuant to 29 U.S.C. § 207.

34. By failing and refusing to pay Plaintiff his accrued wages in full for all time worked in cash or its equivalent the FLSA, Defendants are liable to Plaintiff under the FLSA for all unpaid wages, attorney’s fees, liquidated and/or penalty damages, interest, and court costs pursuant to 29 U.S.C. § 216(b).

COUNT II – UNJUST ENRICHMENT

35. Plaintiff restates and incorporates paragraphs 1 through 34, above, herein.

36. By failing to compensate Plaintiff in cash or its equivalent for work performed from November 2019 through until April 2021, Defendants unjustly have accepted and retained the value of work for which it has not paid.

37. Defendants have been unjustly enriched by retaining the value of the services provided to them by Plaintiff.

38. Plaintiff has an equitable claim to restitution of the value of his services conferred on Defendants, or, in the alternative, the reasonable market rate of his services.

WHEREFORE, Plaintiff Leo Haggerty respectfully requests that this Court render judgment herein in his favor and against the Defendants, TOWN OF POWNAL SELECTBOARD, ANGIE RAWLING, MICHAEL GARDNER, ROBERT JARVIS, RON BISSON, and



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HARRY PERCEY, jointly and severally, individually and as the Selectboard of the Town of Pownal, awarding to Mr. Haggerty compensatory damages, damages as awarded by statute, reasonable attorney fees, all costs of these proceedings and both pre-judgment and post-judgment interest.

Dated at South Burlington, Vermont, this 13th day of September, 2021.

LEO HAGGERTY

BY:



Matthew M. Shagam, Esq.

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Attorney for Plaintiff Leo Haggerty

JURY DEMAND

Plaintiff Leo Haggerty demands a jury.

Dated at South Burlington, Vermont, this 13th day of September, 2021.

LEO HAGGERTY

BY:



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